



## *Terms & Conditions*

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## Terms of Offer

By placing an order through this website, you agree to the terms and conditions set for the below. Please read through these terms carefully before placing your order and print a copy for future reference. Please also read our Privacy Policy regarding personal information provided by you, which is incorporated herein by reference.

## Health Disclaimer

Any statements on this site or any materials or supplements distributed or sold by VM have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure or prevent any disease. If you are pregnant, nursing, taking medication, or have a history of heart conditions we suggest consulting with a physician before using any of our products. The results on all products are not typical and not everyone will experience these results.

## How Does the Auto-Refill / Autoship Offer Work?

Unless you cancel, we will ship your next 30-day supply of VM's products 30 days from the date of your first order. Thereafter, you will continue to receive a fresh 30-day supply of VM's products each month for as long as you stay a member of our auto-ship / autoship program. The card you provided when you ordered the trial product will be automatically charged each subsequent month plus Shipping and Handling and tax (if applicable) when each new product ships.

To cancel future shipments in the auto-refill / autoship program, you must email Customer Service at [support@vimannanutrition.com](mailto:support@vimannanutrition.com) at least 2 days prior to the date that your next monthly delivery ships. All subscription cycles on our auto-refill / autoship are set to ship out every 30 days by default. You may customize the default subscription cycle (eg to 45, 60 or 90 days) at any time by sending an email to [support@vimannanutrition.com](mailto:support@vimannanutrition.com).

You may cancel anytime without penalty. Our customer service center is open Mon-Fri: 9am - 5pm EST.

## REFUND POLICY

All products are provided with a 30 day from the date of your first purchase, money-back satisfaction guarantee. If you are not satisfied with your purchase for any reason, please return any unused portion for a refund of the purchase price, less shipping and a 20% processing charge. You may contact VM at [support@vimannanutrition.com](mailto:support@vimannanutrition.com) within 30 days of the original order date and obtain a Returned Merchandise Authorization (RMA#) number and shipping instructions to return any unused product. Upon receipt of your return shipment, VM will either cancel the original credit card authorization or issue a refund if you funds have already been collected. Refunds shall only be paid on a one-time basis per household (as determined in VM sole discretion based on customer order data and IP address). In addition, VM reserves the right to refuse a refund to anyone reasonably suspected by VM to have previously taken advantage of Vimanna Nutrition's satisfaction guarantee on more than one occasion.

Giving you a refund in accordance with the terms and restrictions that are set forth herein is the full and complete liability that VM has to you. You acknowledge the length of the refund period as set forth herein and you agree that the length of the refund period is reasonable. You further agree to try the VM product during the initial 30 day period following your product order as a material consideration required by VM as

part of the purchase price. You further warrant that you will make a determination during the initial 30 day period if the product is as described and to decide whether you wish to keep the product. If you do not notify VM during the refund period in the manner described herein, you agree that VM may construe silence as a full, complete and final acceptance of the terms of the sale of VM products and you will have no further right of redress or refund for any reason.

## GUARANTEE AND WARRANTY

In addition to the other disclaimer of warranties and limitation of liability set forth herein, the VM product is sold 'as is' and without any warranty or guarantee of any kind, whether express or implied. The VM product is being sold to you with no warranty as to merchantability or fitness for a particular purpose. VM doesn't warrant or guarantee anything to you with respect to the VM product. There is no 'warranty period'. There is only a refund period as described herein.

However, without waiving any rights and defenses as described herein, in the event that the VM product is deemed to be allegedly defective in the sole opinion and discretion of VM, then the sole and exclusive remedy available to you is to accept a replacement of the VM product or accept a credit toward the purchase of another product, if any, that may be offered by VM from time to time at VM's sole discretion. The period of time within which you must submit a report by email detailing in what way the VM product is defective and requesting that a replacement product be shipped or requesting a refund is 30 days from the date of the initial placement of the order that resulted in the receipt of the allegedly defective product. During this initial 30 day period, you may request and will receive a refund for any reason. During this initial 30 day period, you may request a replacement product in lieu of a refund which request may be granted by VM, but VM is and will continue to be under no obligation to do anything other than offer a refund to you in the amount of the initial product purchase price.

If the sales or promotional material conflict with this "as is" warranty, then the sales and promotional material are herewith incorporated and shall be controlling. However, in no case, shall the warranty period be construed to be longer than the refund period.

## SPECIFIC DISCLAIMERS AS TO 'RESULTS CLAIMS IN SALES AND PROMOTIONAL MATERIALS OR PRODUCT

If claims about results from using the Company's products were made and considered by you, you understand and acknowledge that such claims may be true for the persons who made the claims, including claims made by the Company about its principals' own experiences with the Company's products. If you are purchasing and/or using the Company's products as a product that was promoted for a particular purpose and if the promotional materials make claims about the results from the use of such product, you hereby warrant and agree that there exists some probability that the product will not deliver those same results to any particular person and that the refund of the purchase price (subject to the return of the product to the Company as described herein) is the full remedy for anyone who feels that the product did not deliver the results claimed.

Where this disclaimer and claims made in sales and promotional materials describing details pertaining to the Company are in conflict, the Terms of Use and Purchase Agreement / Purchase Order (if any) shall be controlling except, and unless, the Company deliberately misled you. The sole burden is exclusively upon you to substantiate any deliberate deception allegedly committed by the Company that, in specified ways, caused you to purchase the Company's products on one or more occasions. You accept the obligation to reimburse the Company for all costs, including, without limitation, court costs, investigation costs,

attorney fees, and all litigation-related costs in the event you bring suit against the Company (or its affiliates, managers, members, officers, agents or representatives) and you do not prevail in court or at arbitration.

No warranties are made whatsoever about the Company's product and you warrant that you have a clear understanding that your sole and only course of action is to test the Company's product within the extent of the refund period, and if you are not satisfied prior to expiration of the refund period set forth herein, then to properly request a refund from the Company in the manner set forth herein and subject to other relevant terms and conditions.

You, again, warrant that you have a clear understanding and agree that in any event, for any reason, no matter the amount of damages claimed, as a material part of the consideration for purchase of a the Company product, the maximum amount of liability shall be the purchase price of such product.

## RIGHT TO STOP SELLING COMPANY PRODUCTS TO CERTAIN PURCHASERS

You agree that the Company has the absolute and sole right to continue and/or discontinue the sale of the Company's products at any time, for any reason, with or without notice, subject only to the return policy set forth herein. You understand that the Company may discontinue providing customer service to current or prospective purchasers of the Company at any time with or without notice subject only to the return policy set forth herein.

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